

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE UNIVERSITY OF MASSACHUSETTS (UMass)  
(U.S.A.)**

**AND**

**THE UNIVERSIDADE DE SÃO PAULO (USP)  
(BRAZIL)**

**FOR**

**ACADEMIC AND RESEARCH COLLABORATION**

## **Recognizing:**

- that cultural and scientific interaction is indispensable to Universities in developing their educational and research activities, and
- that Universities are enriched by collaboration with institutions of higher learning in other countries,

The University of Massachusetts and the Universidade de São Paulo hereby record their understanding.

## **ARTICLE I**

The purpose of this Memorandum of Understanding is to develop and carry out collaborative activities in furtherance of the common interest of the institutions as set forth in ARTICLE II.

## **ARTICLE II**

The scope of collaboration on academic and research activities in this Memorandum of Understanding includes the following possible categories:

1. Research and teaching collaboration in the areas of mutual interest to both parties.
2. Exchange of academic materials which are made available by both parties.
3. Organization of symposia, conferences, short courses and meetings on research issues of mutual interest.



4. Exchange of faculty, staff and students.
5. Development of articulated or shared courses, programs or degrees.

### **ARTICLE III**

To implement the aims and purposes expressed in ARTICLES I and II, the following is mutually understood and agreed:

1. Development of a specific project taking place within this over-arching Memorandum of Understanding should take the form of a supplementary or specific Program Agreement that references this general MOU. The Program Agreement will detail key responsible people, sources of funding, and specific collaborative activities.
2. Proposals for supplementary or specific Program Agreements under this Memorandum should be submitted through the representatives of the Dean or Deans of one or more of the USP Units and the representatives of the Chancellor or Chancellors of one or more of the UMass Campuses (often through the institution's office with portfolio for international relations).
3. The final approval of any project will be dependent upon the availability of guaranteed support funds. Each institution shall exert its best efforts to procure funding from internal or external sources, so as to ensure the feasibility of the cooperation programs.
4. Progress of work of any Supplementary Program Agreement under the Memorandum will be reviewed and approved by designated responsible people of both parties.
5. Neither the Universidade de São Paulo nor the University of Massachusetts will be held responsible for any liability whatsoever; furthermore, neither party shall be required to purchase any insurance against loss or damage to any personal property to which this Memorandum of Understanding relates.

### **ARTICLE IV**

#### **Duration of the Memorandum of Understanding**

This Memorandum of Understanding will come into effect on the last date of signing and shall be effective for a period of **five years**. Upon the completion of this term, the Memorandum of Understanding may be reedited, upon the assent of both institutions, and such renewal shall take the form of a new Memorandum of Understanding or of a specific Agreement. Thereafter it will be reviewed and can be amended as agreed by both parties. Amendments to the Memorandum of Understanding can take place at any time by an exchange of letters, mutually accepted by the signatory parties.

OR

This Memorandum of Understanding may be terminated at any time, by either party, by means of a 180-day prior written termination notice. In the event of any outstanding issues, the parties shall define, under an Agreement Termination Instrument, the responsibilities for the closing of each one of the programs affected by the termination, provided however that the activities in course at the time shall be completed before termination becomes effective, as well as any other reasonable commitments.

## **ARTICLE V**

### **Settlement of Disputes**

In order to settle any doubts that may arise under the performance or in the construction of this Memorandum of Understanding, the parties shall exert their best efforts to reach a solution by mutual consent. In the event such consent is found to be impossible, the parties shall jointly appoint a third party natural person, to act as mediator.

And having thus agreed and covenanted, the parties execute this Memorandum of Understanding in two (2) identical counterparts in each version, in English and in Portuguese, to one and same effect.

**Signed:**



**João Grandino Rodas**  
**Rector**  
On behalf of  
The Universidade de São Paulo



**Robert L. Caret**  
**President**  
On behalf of  
The University of Massachusetts

Date: 12/06/11

Date: 12/06/11